


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 29		
2. CONTRACT NO. W911RQ-06-D-0007-P00001		3. AWARD/EFFECTIVE DATE 27-Jan-2006		4. ORDER NUMBER		5. SOLICITATION NUMBER W911RQ-06-R-0001		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DONALD E. KENNEDY			b. TELEPHONE NUMBER (No Collect Calls) 903-334-2656		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 06 Dec 2005	
9. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 MAIN DRIVE BUILDING 431 TEXARKANA TX 75507-5000 TEL: FAX:		CODE W911RQ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 336211 SIZE STANDARD: 1000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		
				13b. RATING DO-A4				
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				
15. DELIVER TO		CODE		16. ADMINISTERED BY DON KENNEDY PHONE: 903-334-2656 FAX: 903-334-2541/2628 DKENNEDY@REDRIVER-EX.ARMY.MIL TEXARKANA TX 75507-5000				
SEE SCHEDULE				CODE W911RQ				
17a. CONTRACTOR/OFFEROR		CODE 06YZ5		18a. PAYMENT WILL BE MADE BY		CODE HQ0303		
BADGER TRUCK CENTER MARK LEVERITT 2326 W ST PAUL AVE PO BOX 1530 MILWAUKEE WI 53201 TEL. 414-344-9500 EXT: 222		FACILITY CODE		DFAS - ROCK ISLAND OPERATING LOCATION ATTN: DFAS-RI-FPV BLDG 68 ROCK ISLAND IL 61299-8300				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
See Schedule					\$11,466,130.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED		
						27-Jan-2006		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				
				DONALD E. KENNEDY / CONTRACTING OFFICER TEL: 903-334-2656 EMAIL: donald.kennedy1@us.army.mil				

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 29	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Air Conditioning Kit FFP In accordance with the enclosed Scope of Work. See clause 52.000-4050. FOB: Destination PURCHASE REQUEST NUMBER: A5ED0052500001	193	Kit	\$2,450.00	\$472,850.00

ESTIMATED NET AMT	\$472,850.00
----------------------	--------------

ACRN AA	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	Cab Kit FFP In accordance with the enclosed Scope of Work. See clause 52.000-4050. FOB: Destination PURCHASE REQUEST NUMBER: A5ED0052500001	193	Kit	\$21,945.00	\$4,235,385.00

ESTIMATED NET AMT	\$4,235,385.00
----------------------	----------------

ACRN AA	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	Rear Cross Member Kit FFP In accordance with the enclosed Scope of Work. See clause 52.000-4050. FOB: Destination PURCHASE REQUEST NUMBER: A5ED0052500001	193	Kit	\$2,390.00	\$461,270.00
ESTIMATED NET AMT					\$461,270.00
ACRN AA					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	Allison Transmission Kit FFP In accordance with the enclosed Scope of Work. See clause 52.000-4050. FOB: Destination PURCHASE REQUEST NUMBER: A5ED0052500001	193	Kit	\$7,200.00	\$1,389,600.00
ESTIMATED NET AMT					\$1,389,600.00
ACRN AA					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005	Suspension Kit - Front & Rear FFP In accordance with the enclosed Scope of Work. See clause 52.000-4050. FOB: Destination PURCHASE REQUEST NUMBER: A5ED0052500001	193	Kit	\$2,400.00	\$463,200.00
ESTIMATED NET AMT					\$463,200.00
ACRN AA					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006	Dyno Tested Engine Kit FFP In accordance with the enclosed Scope of Work. See clause 52.000-4050. FOB: Destination PURCHASE REQUEST NUMBER: A5ED0052500001	193	Kit	\$2,200.00	\$424,600.00
ESTIMATED NET AMT					\$424,600.00
ACRN AA					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007	Rear Drive Kit FFP In accordance with the enclosed Scope of Work. See clause 52.000-4050. FOB: Destination PURCHASE REQUEST NUMBER: A5ED0052500001	193	Kit	\$5,000.00	\$965,000.00
ESTIMATED NET AMT					\$965,000.00
ACRN AA					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008	Complete Brake Kit FFP In accordance with the enclosed Scope of Work. See clause 52.000-4050. FOB: Destination PURCHASE REQUEST NUMBER: A5ED0052500001	193	Kit	\$3,700.00	\$714,100.00
ESTIMATED NET AMT					\$714,100.00
ACRN AA					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009	5th Wheel Kits FFP In accordance with the enclosed Scope of Work. See clause 52.000-4050. FOB: Destination	193	Kit	\$625.00	\$120,625.00
ESTIMATED NET AMT					\$120,625.00
ACRN AA					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010	Dissassembly FFP In accordance with the enclosed Scope of Work. See clause 52.000-4050. Notes: 1. This solicitation will result in a requirements type contract for the use of Red River Army Depot only. Quantities listed are estimates only. No quantities are guaranteed. No funds are obligated by the award of the basic contract. Funds will be obligated as delivery orders are issued against the basic contract. 2. Period of the base contract is 12 months from the date of contract award. 3. IAW FAR 52. 246-15 Certificate of Conformance is contained in this solicitation and will be included in the resulting contract. A certificate of conformance will be required with each shipment verifying the material conforms to the requirements of the contract. 4. This contract is being awarded on a sole source basis to Badger Truck Center, 2326 West St Paul, Avenue, Milwaukee, WI 53233. FOB: Destination	193	Kit	\$5,000.00	\$965,000.00
ESTIMATED NET AMT					\$965,000.00
ACRN AA					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011	Automatic Braking System (ABS) FFP to be furnished and installed on M915A1 trucks. Only TACOM approved brake kits will be installed. Badger Kit # 000-008-19-25 # 001AFB, and # 002HDW are currently the only kits approved. Installed kits are required to pass Federal Motor Vehicle Safety Standard 9FMVSS) 121, TP121V-05 test in order to be accepted by the Government. FOB: Destination MILSTRIP: A5ED0052500001-0002 PURCHASE REQUEST NUMBER: A5ED0052500001-0002	193	Kit	\$6,500.00	\$1,254,500.00
					<hr/>
					ESTIMATED NET AMT \$1,254,500.00
ACRN AA					\$0.00
CIN: 00000000000000000000000000000000					

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government

0011	Destination	Government	Destination	Government
------	-------------	------------	-------------	------------

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	31-DEC-2007	193	RED RIVER ARMY DEPOT JUNE MILLS M/F BLDG 321 SOUTH 100 MAIN DRIVE TEXARKANA TX 75507-5000 903-334-2226 FOB: Destination	W911RQ
0002	31-DEC-2007	193	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0003	31-DEC-2007	193	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0004	31-DEC-2007	193	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0005	31-DEC-2007	193	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0006	31-DEC-2007	193	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0007	31-DEC-2007	193	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0008	31-DEC-2007	193	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0009	31-DEC-2007	193	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0010	31-DEC-2007	193	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ
0011	31-DEC-2007	193	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911RQ

ACCOUNTING AND APPROPRIATION DATA

AA: Funds will be cited on each delivery order issued

AMOUNT: \$0.00

CIN 00000000000000000000000000000000: \$0.00

CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.227-1	Authorization and Consent	JUL 1995
52.247-34	F.O.B. Destination	NOV 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.00-4050 ADDITIONAL INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

W911RQ-06-R-0001/ W911RQ-06-D-0007

M915A1 Statement of Work

14 Nov 2005

1. General: This contract will encompass a joint rebuild process between the contractor and Red River Army Depot. The contractor will disassemble and rebuild the M915A1 vehicle components listed below. The components, called kits, will be delivered to Red River Army Depot as described in 52.211-8 Time of Delivery . The kits will be assembled, tested, and delivered by the contractor in accordance with this statement of work and USARC M915A1 SOW dated 1 April 2005 (attached). All work completed as part of the rebuild process must meet or exceed the requirements of SOW USARC M915A1 SOW. The rebuild process is a performance oriented process, if allowed by USARC M915A1 SOW and after inspection by the contractor, an existing component is functional and not requiring replacement or repair, the existing component will be reinstalled without replacement or repair. Components that require replacement or repair 100% of the time are followed by the word – Mandatory in the paragraphs below. Since each vehicle will require somewhat different levels of remanufacturing minor variations in the kits is acceptable, however, all items listed as mandatory are mandatory for every kit.

2. References: TM9-2320-283-10 Change 3, Operators manuals
 TM9-2320-283-20 Change 1, Organizational manual
 TM9-2320-283-34-1 & 2
 TB 43-0213 Rust

3. Air Conditioning Kit:

- A. Kit consists of compressor, mounting bracket, drive belt, belt tension adjuster and thermostat switch which will be installed on the engine prior to return to RRAD. Mandatory
- B. Evaporator, ducting and a/c controls will be installed in the cab prior to return to RRAD. Mandatory
- C. Condenser, dryer, and a/c lines will be provided in a kit to RRAD for installation. Mandatory
- D. Freon is not provided.

4. Cab Kit repair process:

- A. Remove drivers seat and replace with new seat. Seat to be same as 915A3 and replacement is Mandatory
 - B. Remove passenger seat and recover or replace as required. Mandatory
 - C. Remove and repair or replace storage box. Mandatory
 - D. Remove steering column, dash panel and main wiring harness, heater box, shift tower and all interior panels.
 - E. Remove both windshields, vent windows, door glass, and rear sliding window
 - F. Remove clearance lights, cab roof wiring harness, firewall insulation, air system valves accelerator pedal, foot switch for engine brake, headlight dimmer switch, and all fittings in fire wall.
 - G. Remove driver and passenger door. Repair or replace door latches and hinges, replace any broken hardware as required, repair or replace window regulator, doors will be sand blasted and primed for paint. Doors will be completely functional as zero miles zero hours.
 - H. Repair or replace any damaged section of cab. Dash sub frame structure is to be a Mandatory replacement part.
 - I. Sandblast and prime cab and cab mount supports for CARC paint, and prime inside of cab.
 - J. Install new supports for new drivers seat, Mandatory
 - K. Apply Rhino Lining to cab floor and back of cab to bottom of rear window. Mandatory
 - L. Completely disassemble dash panel and reassemble dash replacing all gauges, dash panels, and the main wiring harness. Mandatory
 - M. Test all switches and control valves repairing or replacing as required.
 - N. Inspect, test, and replace as required the windshield wiper motor, wiper transmission, connecting arms, washer bottle and pump. Dash panel must work as zero miles zero hour condition.
 - O. Reinstall rebuilt dash in cab
 - P. Replace foot valve. Mandatory
 - Q. Replace brake relay valve, trailer and service parking brake control valve low air buzzer and switch. Mandatory
 - R. Install air fittings and new insulation in fire wall. Mandatory
 - S. Install new heater/ Air conditioning box, and ducting with new air lines. Mandatory
 - T. Install new cab roof harness (Mandatory), new cab clearance lights (Mandatory.) Install all new interior panels, (Mandatory)
 - U. Inspect and repair as required dome lights and map lights.
 - V. Install driver and passenger seats, storage box, and all remaining interior cab parts.
 - W. Install new glass in Windshield, (Mandatory) replace glass as required in doors and rear window
 - X. Reinstall rebuilt doors
 - Y. Inspect and repair as required air horn and control valve with new air line.
 - Z. Inspect and repair as required steering column components
 - AA. Replace wiper arms and blades Mandatory
 - BB. Inspect and replace as required defogger fans
 - CC. Hook cab to test panel to insure electrical and air systems perform as required. Mandatory
- Upon completion all cabs will be functional as zero miles zero hours assemblies, ready for installation on the chassis at RRAD.

5. Rear Center Cross Member Kit:

This Kit completely replaces the rear center cross member and reinforces the rear section of the vehicles frame. The kit is constructed of frame grade steel, and will be assembled and installed by Badger Truck Center prior to vehicle being shipped to RRAD. Mandatory

6. Allison Transmission:

A. This kit will consist of a rebuilt Allison HT740 Automatic Transmission, external transmission cooler, and all required lines for installation at RRAD. The transmission will be connected to the engine and delivered to RRAD Mandatory

B. Transmission will be rebuilt to TM9-2320-283-20-2. All seals, bearings and clutch plates will be replaced in every rebuilt transmission. Mandatory

7. Suspension Kit Front and Rear:

A. Front Suspension

- (1) Front suspension will be removed during disassembly of vehicle
- (2) Spring hangers will be inspected and repaired or replaced as required by OEM standards
- (3) Spring connectors and pins will be inspected and repaired or replaced as required by OEM standards
- (4) King pins and spindles will be inspected and repaired or replaced as required by OEM standards.
- (5) New springs with 14,200 lb capacity, as well as new u-bolts, washers and nuts, will replace the 12,000 lb spring currently in the vehicle. Mandatory
- (6) Axle and spring assembly will be reinstalled on the frame.
- (7) Hubs will be inspected and repaired or replace as required by OEM standards
- (8) Wheel bearing will be replaced. Mandatory
- (9) Hubs will be assembled and installed on the axle using new wheel seals (Mandatory) and new gasket and wheel cap (Mandatory) Bearing preload to be set per OEM specifications.

B. Rear Suspension

- (1) Rear suspension will be removed during disassembly of vehicle
- (2) Spring hangers and pads will be inspected and repaired or replaced as required by OEM specifications.
- (3) Rear spring assemblies will be inspected and repaired or replaced as required by OEM specifications.
- (4) New u-bolts , washers, and bolts will be used to install the rear suspension on the frame. Mandatory
- (5) Suspension will be reinstalled and adjusted using OEM specifications.
- (6) Equalizer beams will be removed, rebushed (Mandatory) and will be reinstalled using new adapters in the axle mounting brackets.
- (7) Saddle caps will be inspected and repaired or replaced as required by OEM standards.
- (8) Rear suspension and axles will be reinstalled on frame along with "Rear cross member kit" using new flange frame bolts. Mandatory

Front and rear suspension will be in zero miles zero hours condition upon completion of work prior to reinstallation of frame.

8. Engine Modification Kit and Dyno Test:

- A. Engine will be visually inspected for defects prior to installation on dyno for testing.

- B. An engine oil sample will be taken during disassembly, tagged and identified to each specific engine. Engine oil sample will be tested at an Army approved laboratory and the results will be provided as part of the engine kit. Mandatory
- C. Engine oil pan will be removed, rod and main bearings will be inspected for acceptable levels of wear prior to installation on dyno for testing. Mandatory
- D. Rod and main bearings beyond the acceptable wear specification per OEM specifications, or bearings showing signs of contamination will be replaced prior to installation on dyno for testing.
- E. Starters will be rebuilt. Mandatory
- F. Engines will receive new valve cover gaskets, oil pan gaskets, front and rear crank seals, new thermostat and gasket, coolant lines, and new drive belts (Mandatory) prior to installation on dyno for testing.
- G. Oil and filter will be new for testing with an oil sample taken after testing. Mandatory Army Oil Analysis history should be with the vehicle when the Contractor receives it for disassembly. If available this history will be provided to Red River Army Depot as part of the engine kit. If no history is available the contractor will annotate the shipping document to indicate no history is included.
- H. Engine wiring harness will be replaced with new. Mandatory
- I. Engine will perform as required by TM 9-2815-225-34. A record of dyno results indicating test parameters and engine acceptable test results will be furnished with each engine kit. Engines not meeting this spec will be repaired using OEM specification for repair. Any and all expense for engine repair will be documented for discussion with Army Reserve upon completion of initial production year
- J. Sending units and switches will be inspected and replaced as required per OEM specification with the exception that oil pressure sending and water temperature sending switches will be replaced 100 %. Mandatory
- K. Engine will be mated to a rebuilt transmission and mounted on stand for delivery to RRAD. mandatory

9. Rear Drive Kit:

- A. Both front and rear differentials will be disassembled for inspection and repaired or replaced per OEM specification.
- B. All seals and bearing will be replaced. Mandatory
- C. All bearings and thrust washers will be replaced. Mandatory
- D. All lock out units will be disassembled and repaired or replaced per OEM specification
- E. Both front and rear differentials will resemble zero mile zero hour condition upon completion of inspection and overhaul, and reinstalled in axle housings. Mandatory
- F. Axle shafts will be inspected and replaced per OEM specifications.
- G. Hub assemblies will be removed, inspected and repaired or replaced per OEM specifications.
- H. Wheel bearings will be replaced. Mandatory
- I. Wheel seals will be replaced. Mandatory
- J. Breathers will be inspected and replaced per OEM specification.
- K. Axle housings will be inspected and repaired or replaced per OEM specifications
- L. Axle housings will be reinstalled to frame prior to shipment to RRAD

10. Complete brake Kit:

- A. Front and rear brakes will be inspected and repaired or replaced as required by OEM specifications
- B. Drums will be resurfaced or replaced as required by OEM specifications. Mandatory
- C. Brake shoes, springs, rollers, and pins will be replaced 100%. Mandatory
- D. "S" cam, tube, bushings, slack adjusters will be inspected and replaced as required by OEM specifications
- E. Brake chambers will be replaced 100%. Mandatory
- F. Brakes will be reinstalled on axle prior to shipment to RRAD

- G. New color coded air line will be supplied to RRAD as kit to be used for frame reassembly. New safety valve, check valves, relay valve, tractor protection valve, proportioning valve, QR1 valves and T filling will also be included in kit. Mandatory

11. 5th Wheel kit:

- A. 5th wheel assembly is removed during disassembly.
- B. 5th wheel plate will be removed from slide plate, cleaned and inspected and repaired or replaced as required by OEM specifications
- C. Locking jaws of each 5th wheel will receive the appropriate rebuild kit and be reinstalled on the system. Mandatory
- D. The slide plate will be inspected and repaired or replaced as required by OEM specifications.
- E. Slide lock cylinder will be inspected and repaired or replaced as required by OEM specifications.
- F. Air line for shift cylinder will be replaced
- G. 5th wheel will be reassembled and reinstalled on frame using new flange frame bolts. Mandatory

12. Disassembly: All items mandatory

A. Perform functional inspection via road test in order to determine proper operation of engine, engine brake, transmission, differential lock, service brakes, and parking brake. Inspect light systems, running lights, head lights, turn signals, clearance lights, brake lights, blackout lights, dash lights, warning lights, map lights, and dome light. Inspect operation of air horn, windshield wipers and washers; inspect 5th wheel slide and locking jaws to determine wear. Inspect driver and passenger doors latches, windows, rear window and guard, window defoggers fans, inspect steering system, pintle hook, hood support and catches, battery box and cover, gauges, dash panels. Passenger seat operation and storage box latches and doors.

- B. Pull truck into bay and begin physical disassembly.
- C. Disconnect batteries, drain fluids from radiator, engine, transmission, differentials, and power steering system.
- D. Remove hood, fenders, bumper, brush guard, grill, and radiator and supports.
- E. Disconnect electric harnesses, air lines, transmission selector cable, Tachometer and speedometer cables, heater hoses, accelerator linkage.
- F. Remove air filter housing, steering shaft, spare tire rack if applicable, disconnect cab mounts and remove cab
- G. Remove drive shafts, transmission cooler lines, fuel heater lines, coolant lines, rear transmission support and spring, engine mounting bolts, and remove engine and transmission.
- H. Disconnect air line and unbolt and remove 5th wheel assembly.
- I. Remove all tires and support frame with stands to remove front and rear suspension and axles. Remove center cross member.
- J. Contractor is also responsible for complete sand blast and priming of frame prior to shipment to RRAD.
- K. Badger will provide complete new wiring harnesses for each harness on the vehicle. The roof, main and engine harness were mentioned with each kit. The fender light harnesses and rear chassis harness are also included with each vehicle.

13. Additional Requirements:

- A. All assemblies will be shipped dry
- B. All freight of parts and assemblies including frame will be shipped FOB Destination.
- C. Contractor will provide a bill of material for every kit provided on every vehicle worked. This kit will identify mandatory replacement parts, parts manufactured and proprietary to Contractor, as well as any other part used to complete the kits provided.
- D. Contractor must provide on-site technical assistance during the assembly of the first two or three vehicles at no cost to the Government.

E. Badger will provide rebuild data plates at no additional cost to the program for configuration control.

14. **Warranty.** Badger will provide a one year warranty covering all remanufactured components. The transmission will carry this warranty as long as the radiator is replaced or flushed in accordance with OEM or Military Specification. Engines, unless completely overhauled by the contractor will not be warranted. Warranty will include repair or replacement of defective items by the contractor at no cost to the Government.

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **Robert McDonald, Director for Contracting Red River Army Depot** and shall not be binding until so approved.

(End of clause)

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

(Contracting Officer insert specific details)

Initial Delivery of 15 each of each line item within 90 days after receipt of the first delivery order. At least 15 of each line item per month thereafter.

NOTE: Actual deliveries will be scheduled by delivery order but the successful offeror must be able to meet this required delivery schedule.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other

delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Initial Delivery of 15 each of each line item within 90 days after receipt of the first delivery order. At least 15 of each line item per month thereafter.

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

xx (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___(ii) Alternate I (MAR 1999) to 52.219-5.

___(iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

xx (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

xx (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

xx (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

xx (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

xx (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

xx (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

xx (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

xx (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

xx (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

xx (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

xx (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

xx (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

xx (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)—ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(a) (b) Provide information described below: all previous contracts or price lists for the same or similar supplies to permit an adequate evaluation of the proposed price in accordance with 15.403-3.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award through date of contract expiration.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of

less than **1 each of each line item** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **the contract maximum, to be delivered at a rate of 15 of each CLIN per 30 day period.**

(2) Any order for a combination of items in excess of **the contract maximum, to be delivered at a rate of 15 of each CLIN per 30 day period.**

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed

during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **15 months from the date of contract award.**

(End of clause)

52.242-4003 PERSON TO CONTACT AFTER AWARD

NAME: Don Kennedy

TELEPHONE: (903) 334-2656 FAX (903) 334-2541

E-MAIL: dkennedy@redriver-ex.army.mil

52.242-4004 ADMINISTERING CONTRACTING OFFICER

NAME: Charlie D. Harris, Jr.

ADDRESS: Red River Army Depot

100 Main Drive

ATTN: AMSTA-RR-P

Texarkana, Texas 75507-5000

TELEPHONE: (903)334-2218

(903)334-2628 (fax)

E-MAIL: cdharris@redriver-ex.army.mil

52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable

facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the

original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies or services called for by Contract No. _____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: _____

Signature: _____

Title: _____

(End of clause)

52.246-4002 PARTIAL SHIPMENTS

Partial shipments are authorized.

(Sep 2001) (TACOM)

All non-manufactured coniferous wood used in packaging, packing, palletization/unitization, skids, or internal blocking/bracing shall be constructed from Heat Treated (HT) [so that the core temperature of each piece of treated wood will reach 56 degrees Centigrade for 30 minutes (56/30)] material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. The quality mark shall be placed on both ends of the outer packaging (between the end cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides. All non-manufactured, non-coniferous wood shall be marked "NC." When a mixture of coniferous and non-coniferous wood packing is used in a box or pallet the complete assembly shall be heat treated.

52.247-4049 PACKAGING & MARKING

Material is to be packaged and packed in a manner to afford adequate protection against damage during shipment from supply source to destination. Package and pack shall conform to the applicable carrier rules, regulations and tariffs and may be the industry standard commercial practice. All unit, intermediate and exterior packs shall, as a minimum, be marked as follows by any means which provides legibility and durability: Federal Stock Number and/or Manufacturer's Part Number; Noun; Quantity; Purchase Order Number; Requisition Number; Mark for Bldg; and Ship To. Exterior shipping containers shall contain a packing list or other documentation setting forth contents.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil/VFAFARa.HTM>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

XX 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

XX 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

_____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

_____ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

XX 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

_____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

_____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (----- Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

XX 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

XX 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

XX 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

XX 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

XX 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____ Alternate I) (MAR 2000) (_____ Alternate II) (MAR 2000) (_____ Alternate III) (May 2002).

XX 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5 (JUL 2005) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.232-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	USARC M915A1 SOW	20	